

AG Contract No KR02-1829TRN  
ADOT ECS File No JPA 02-073  
Project: 017 MA / Design Concept Studies  
TRACS No . H617801L  
Section: New Traffic Interchange at  
I-17 and Jomax Road 5yr Item No. 70103  
City No.: 102198

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF PHOENIX

THIS AGREEMENT is entered into 24th February, 2003, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF PHOENIX, acting by and through its CITY MANAGER (the "City").

### I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State

2. The City is empowered by City Charter Chapter II, Section 2 i to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The City desires to fund the Pre-Design concept studies for the addition of a new traffic interchange (TI) at Jomax Road and the Black Canyon Freeway (I-17) herein referred to as the "the Project" as a City funded Project. The purpose of this agreement is to define each party's responsibility associated with the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

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NO. 25827  
Filed with the Secretary of State  
Date Filed: 02/24/03

Janice K. Brewer  
Secretary of State

By: Timothy J. Greenwald

## **II. SCOPE OF WORK**

### **1. The State:**

a. Upon execution of this agreement, will agree to be the authorized agent for and on behalf of the City, will retain and contract with professional Pre-Design and Environmental Consultants (the "Consultants"), to prepare design concept studies and all documents including Design Concept Report (DCR), an Environmental Assessment (EA), including but not limited to Cultural Resource Surveys and studies, an Army Corps of Engineers Section 404 nationwide Permit, and a Change of Access Report (COAR) associated with the addition of a New Jomax Road TI.

b. Upon execution of this agreement, will invoice the City \$588,000.00 for the estimated cost to accomplish the study, which includes a fixed rate of 5% for the State's design and review administration fee. The State will administer the Consultants and make all payments to the Consultants. Confer with the City on any Pre-Design and Environmental Consultant(s) related contract modifications. Be responsible for any Pre-Design and Environmental Consultant(s) claims for extra compensation attributable to the State.

c. Upon receipt of the \$588,000.00 will issue a Notice to Proceed (NTP) to the Consultants associated with the study.

d. Will provide the City the initial study documents for review and comment. Incorporate the City's comments in preparation of the final study documents. Provide to the City the Final study documents.

e. Provide all required coordination with Federal Highway Administration (FHWA) and other agencies affected in association with the addition of a new Jomax Road TI including required approvals, as appropriate to this effort.

f. Upon completion of the Final DCR, will invoice or reimburse the City any difference between the initial estimated amounts paid by the City and the actual costs associated with the preparation of the Final study documents.

g. Upon approval of the study documents, may amend this agreement to include the Final Design costs, to be funded by the City for the development of a Construction project to add the Jomax Road TI.

h. Coordinate with City upon the City's availability of funding, to initiate a separate agreement to address the terms and details for scheduling, funding, construction and maintenance responsibilities for the construction of the traffic interchange referenced in this Project.

### **2. The City:**

a. Upon execution of this agreement, does hereby designate the State as the authorized agent for and on behalf of the City, to retain and contract Consultants to prepare design concept studies, and plans required for a Design Concept Report (DCR), to prepare an Environmental Assessment (EA), including but not limited to Cultural Resource Surveys and studies, to prepare an Army Corps of Engineers Section 404 Nationwide Permit, and to prepare a Change of Access Report (COAR) associated with the addition of a New Jomax Road TI.

b. Upon execution of this agreement, will remit to the State, \$588,000.00 for the estimated cost to accomplish the design efforts associated with development of the study, which includes a fixed rate of 5% for the State's design and review administration fee.

c Will review and provide written comments to the State, within 15 days of receipt, of the initial study documents. Be responsible for any Pre-Design and Environmental Consultant(s) claims for extra compensation attributable to the City.

d Upon completion of the study documents and receipt of a final invoice from the State, remit any balance for the actual costs associated with the Project, including a fixed rate of 5% for the State's pre-design and review administration fee.

e Upon approval by the State of the study documents, may amend this agreement to allow for City funding of the Final design efforts necessary for a construction project to add the new Jomax Road TI to the Black Canyon Freeway.

f Coordinate with the State, upon the City's availability of funding to initiate a separate agreement to address the terms and details for scheduling, funding, construction and maintenance responsibilities for the construction of the traffic interchange referenced in this Design Project.

### **III. MISCELLANEOUS PROVISIONS**

1 This agreement shall remain in force and effect until completion of the work contemplated herein and all reimbursements; provided, however, that this agreement may be cancelled at any time prior to the advertisements of design and environmental consultants, with thirty days written notice to the other party.

2 This agreement shall become effective upon filing with the Secretary of State.

3 This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4 The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5 In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518 and 12-1518(B).

6 All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows.

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, MD 616E  
Phoenix, AZ 85007  
FAX: 602-712-7424

City of Phoenix  
Street Transportation Director  
200 W. Washington - 5th floor  
Phoenix, AZ 85003-1611

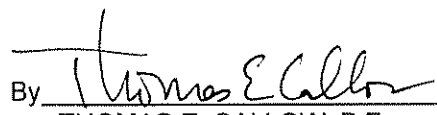
7 Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

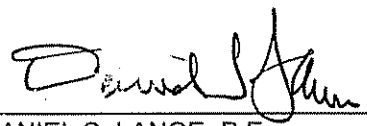
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IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written

**CITY OF PHOENIX**, a Municipal  
Corporation, Frank Fairbanks, City Manager

**STATE OF ARIZONA**  
Department of Transportation

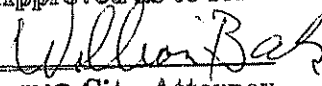

By   
THOMAS E. CALLOW, P.E.  
Street Transportation Director

By   
DANIEL S. LANCE, P.E.  
Deputy State Engineer

ATTEST

By 

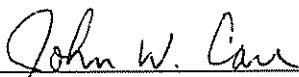
**CHIEF DEPUTY** City Clerk

Approved as to form  
  
ACTING City Attorney  


RESOLUTION

BE IT RESOLVED on this 23rd day of September, 2002, that I, the undersigned VICTOR M. MENDEZ, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the CITY OF PHOENIX, for the purpose of defining the responsibilities associated with the Pre-Design concept study for the addition of a new traffic interchange (TI) at Jomax Road and the Black Canyon Freeway (I-17).

Therefore, authorization is hereby granted to draft said agreement, which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

  
\_\_\_\_\_  
JOHN W. CARR, P.E., Staff Engineer  
Intermodal Transportation Division  
Development Group  
for VICTOR M. MENDEZ, Director

**CITY OF PHOENIX  
REQUEST FOR COUNCIL ACTION**

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**Complete this form per O.P. 1.906 and A.R. 4.11.**

**Refer to the City Council Agenda Process Reference Guide for Assistance**

<b>ACTION REQUESTED</b>	Formal Action:		OR	Legal Document:	
	Bid Award	<input type="checkbox"/>		Ordinance	<input type="checkbox"/>
	License Application	<input type="checkbox"/>		Resolution	<input checked="" type="checkbox"/>
	Public Hearing	<input type="checkbox"/>		Emergency Clause?	<input type="checkbox"/>
	Other	<input type="checkbox"/>		(for use only w/ord. or res. requests)	
<b>IMPACTED DISTRICT(S)</b>	DISTRICTS 1 AND 2		<b>ADDITIONAL BACKUP MATERIAL SENT UNDER SEPARATE COVER?</b>		<input type="checkbox"/>
<b>SUBJECT</b>	INTERGOVERNMENTAL AGREEMENT - ADOT & CITY OF PHOENIX - JOMAX ROAD & I-17 DESIGN CONCEPT REPORT				
<b>REQUESTED AGENDA DATE</b>	5/8/2002	<b>PREPARED BY</b>	Name	Ray Dovalina, P. E.	
			Department	Street Transportation	
			Phone	495-5817	
<b>APPROVALS</b>	Division Head:	J. Donald Herp, P. E.	If prepared for another department:		
	Department Head:	Thomas E. Callow, P. E.	Department Name:		
			Approval:		
<b>BID AWARD INFORMATION</b>	Bid Surety Required?	<input type="checkbox"/>	Performance Surety Required <input type="checkbox"/>		
	Submitted by Low Bidder?	<input type="checkbox"/>	Amount? _____		
	Contract Required?	<input type="checkbox"/>	Requisition No. _____		
<b>CONTRACT INFORMATION</b>	Contract Amendment? <input type="checkbox"/>				
	If Yes, Current Contract No. _____				
	Approved by:	Ordinance <input type="checkbox"/>	Resolution <input type="checkbox"/>	Formal Action <input type="checkbox"/>	on Date: _____
<b>BUDGET INFORMATION</b>	\$ 700,000.00		To Be Encumbered?		<input checked="" type="checkbox"/>
	Source of Funds:		Fiscal Year?		2001-02
	2001 Bonds				
	Fund Center(s) (SAP-FM):	ST85100206			
	Commitment Item(s) (SAP-FM):	510030			
	Availability of Funds Approval		John Kersh		
<b>CITY MANAGER'S OFFICE</b>	<b>Approved by</b> Jack Tevlin, Deputy City Manager 4/29/02			CM Control No.	45
<b>CITY CLERK DEPARTMENT</b>	Council Action Taken: Adopted				
	Ordinance Number:	RCA No.		38421	
	Resolution Number: 19796	Contract No.		102198	
	Comments:	Meeting Date		5/8/2002	
		Item No.		36	

**ITEM****DISTRICTS 1 AND 2****INTERGOVERNMENTAL  
AGREEMENT - ADOT & CITY  
OF PHOENIX - JOMAX ROAD &  
I-17 DESIGN CONCEPT  
REPORT**

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Request to authorize the City Manager to enter into an Intergovernmental Agreement (IGA) with the Arizona Department of Transportation (ADOT) for the Jomax Road & I-17 Design Concept Report.

This report will develop and evaluate at least two alternative interchange designs, a conventional diamond and a single-point urban diamond and recommend a preferred design study and possible final design, and construction administration services for implementing a traffic interchange. For each alternative, the report will consider the horizontal and vertical alignments, drainage impacts, design, right of way and construction costs, environmental studies, bridge selection, right-of-way requirements, traffic impacts on the mainline freeway and adjacent interchanges and arterial streets, visual impacts, construction impacts, and evaluation of any other pertinent impacts related to the construction of the recommended interchange. A public involvement program will be required to assure public and agency concurrence with the recommended interchange design.

The Street Transportation Department has obtained written approval to proceed with preliminary design and environmental study for a Jomax Road interchange from the 2001 Community Transportation Improvements Bond Subcommittee Chairperson. The Bond Program included funding for design of an interchange on I-17 at either Lone Mountain or Dove Valley Road, but recent development activity strongly indicates a need for freeway access at the southern end of the North Black Canyon Corridor, i.e., Jomax Road. The Street Transportation Department, with the concurrence of the Bond Subcommittee Chairperson, will use bond funds allocated to the Phoenix Infrastructure Bank to do preliminary design and environmental study for an interchange at Jomax Road. The Phoenix Infrastructure Bank will be reimbursed by bond funds allocated to the Lone Mountain/Dove Valley Road interchange in fiscal year 2004-05.

This Design Concept Report is a fully funded City project with ADOT administering the project.

**Citizen Notification**

The citizen notification will be conducted by ADOT during the project study phase.

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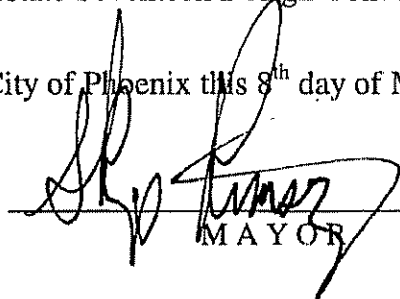
RESOLUTION NO. 19796

A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO ENTER INTO AN INTERGOVERNMENTAL  
AGREEMENT WITH THE STATE OF ARIZONA  
THROUGH THE ARIZONA DEPARTMENT OF  
TRANSPORTATION FOR THE JOMAX ROAD AND  
INTERSTATE SEVENTEEN DESIGN CONCEPT  
REPORT.


BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PHOENIX as  
follows:

SECTION 1. The City Manager is authorized to enter into an  
intergovernmental agreement with the State of Arizona through the Arizona Department  
of Transportation for the Jomax Road and Interstate Seventeen Design Concept Report.

PASSED by the Council of the City of Phoenix this 8<sup>th</sup> day of May 2002.

  
MAYOR

ATTEST:

  
City Clerk

CITY CLERK DEPT  
2002 MAY - 8 AM 9:30



APPROVED AS TO FORM:

William Bach ACTING  
City Attorney  
DLB

REVIEWED BY:

Mark Sander  
City Manager

DLB: cz: 131228v1  
5/08/02; #45

# Exhibit “A”

(JPA 02-73)

Jomax Road TI

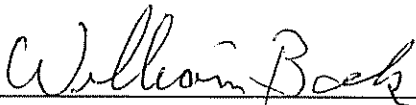
## Pre-Design/Scoping Design Concept Report (DCR) Cost Estimate

Engineering/Design (Stanley Consultants) H 6178 01C	\$410,000.00
Enviromental Assessments (HDR Engineering) H 6178 02D	\$150,000.00
Sub Total	\$560,000.00
ADOT Design Administration Fee (5%) H 6178 S1D	\$28,000.00
Total Estimated Costs	\$588,000.00

APPROVAL OF THE CITY OF PHOENIX ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF PHOENIX and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2003

  
\_\_\_\_\_

ACTING  
DVB

Attorney



OFFICE OF THE ATTORNEY GENERAL  
STATE OF ARIZONA

TERRY GODDARD  
ATTORNEY GENERAL

CIVIL DIVISION  
TRANSPORTATION SECTION  
WRITER'S DIRECT LINE: 602.542.8855

INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A.G. Contract No. KR02-1829TRN (JPA 02-073), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED February 12, 2003.

TERRY GODDARD  
Attorney General

A handwritten signature in cursive script that reads "Susan Davis".

SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section